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FOR PLAT
SLIDES 182 H-I-J

DEDICATION OF PLAT ENTITLED
PLAT OF CLASS A SUBDIVISION
RIVER OAK SUBDIVISION, SECTIONS I, II, III,
FORK DISTRICT, WARREN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Thomas E. Sawner, III, by and through his Attorney-in-Fact, Joseph F. Silek, Jr., being the owner and proprietor of certain parcels of real estate located in the Fork Magisterial District, County of Warren, Virginia, as shown on plats prepared by Darryl G. Merchant, Licensed Land Surveyor, dated 13 February, 1999, revised 10 March, 1999 entitled, "Plat of Class A Subdivision River Oak Subdivision Section I Fork District Warren County, Virginia and a plat dated 17 February, 1999, revised 10 March, 1999 entitled, "Plat of Class A Subdivision River Oak Subdivision Section II Fork District Warren County, Virginia" and a plat dated 22 February, 1999, revised 10 March, 1999 entitled, "Plat of Class A Subdivision River Oak Subdivision Section III Fork District Warren County, Virginia."

The undersigned desiring to have said plats and surveys recorded in the Clerk's Office so the deeds hereafter be executed with reference to and in accordance with said plats, do hereby adopt, ratify, approve and confirm said plats and surveys as true plats and surveys of the said real estate in the subdivision therein and does announce its intention to hereafter refer to said plats and surveys for the purposes of identifying in any deed hereafter to be granted and conveyed.

WITNESS the following signatures and seals this 16th day of

March, 1999.

WARREN COUNTY, VIRGINIA
LAND RECORDS

000040 MAR 17 8

Thomas E. Sawner III (SEAL)
THOMAS E. SAWNER, III, BY
JOSEPH F. SILEK, JR., HIS
ATTORNEY-IN-FACT

STATE OF VIRGINIA

CITY/COUNTY OF WARREN, TO-WIT:

I, Debra B. Brown, a Notary Public in and for the State and County
aforesaid, do hereby certify that Thomas E. Sawner, III, by Joseph F. Silek, Jr, his
attorney-in-fact, whose name is signed to the foregoing Dedication of Plat, has this
day personally appeared and acknowledged the same before me in my State and
County aforesaid.

Given under my hand this 16th day of March, 1999.

My commission expires November 30, 1999.

Debra B. Brown
NOTARY PUBLIC

INSTRUMENT #990001697
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
MARCH 17, 1999 AT 10:38AM
WILLIAM A. HALL, CLERK

BY: C. Kay Searcy (DC)

000024 MAY 11 8

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Thomas E. Sawner, for the purpose of increasing the value and desirability of the hereinafter mentioned subdivision, does hereby establish and create the following restrictive covenants, which shall be binding upon the purchaser or purchasers of all lots in the said subdivision, their successors and assigns, and shall have the effect of covenants running with the land, whether specifically referred to in the deeds of conveyance of said lots or not. These restrictive covenants shall supercede and take the place of any restrictive covenants presently recorded and pertaining to these properties, and these restrictive covenants shall cover all lots lying within the subdivision set forth upon those certain plats and surveys entitled "River Oak Subdivision, Section I, Section II and Section III."

1. These lots shall be used for residential purposes only, and no commercial use shall be made of these lots and no structure shall be erected, altered, placed or permitted to remain on these lots other than one single family dwelling and, if desired, a private garage, or carport, without the prior written approval by Thomas E. Sawner.
2. No cabin or dwelling shall be built on any lot unless it has a minimum main floor finished living area of 1,200 square feet, excluding patios and open porches, garages and basements, without the written consent of Thomas E. Sawner. No building shall be located on any lot nearer than 30 feet from the front and rear lot lines, nor nearer than 15 feet from the side lot lines. In the event that a dwelling is placed on two or more lots, then the side lot line provisions shall apply only to the outside lot lines.
3. All plans and specifications of construction of any buildings or structures or alterations or additions thereto, including but not limited to fences, satellite dishes, tool or other storage rooms, swimming pools, shall, before the beginning of any construction or excavation of any other work thereon, be submitted to Thomas E. Sawner for approval and no work shall be started on any buildings or alterations or additions thereto until such approval is granted. Thomas E. Sawner shall have ten (10) days from the date of receipt of such plans and specifications to approve or disapprove such plans and specifications. Thomas E. Sawner reserves unto himself the right to disapprove the plans and specifications of any construction, alteration, or addition which do not meet the minimum design and construction requirements hereinafter set forth and further specifically reserves unto himself the right to disapprove of the design of any buildings for esthetic reasons if Thomas E. Sawner feels that such designs detract from or mar the natural beauty of the surroundings.

After approval, the exterior plans and specifications shall not be changed without the written consent of Thomas E. Sawner.

WARREN COUNTY, VIRGINIA
LAND RECORDS

000025 MAY 11 8

The following are existing minimum design and construction requirements:

- A. The exterior of the home must be completed in every detail (staining or painting of exterior walls including all masonry, exterior doors and windows installed, exterior steps and landings completed, all grading, leveling and backfilling completed and all other details that are necessary for exterior completion) within one hundred eighty days (180) from the date site preparation begins. Extensions on this term may be granted by Thomas E. Sawner.
 - B. All toilet facilities shall be contained within the building and must be connected to an approved septic tank and drain field system.
 - C. All plans for exposed foundations must be approved by Thomas E. Sawner.
 - D. Any person building any structure on said lot will be required to maintain in force builder/contractors liability insurance of at least \$100,000.00/\$300,000.00.
4. No noxious, dangerous, or offensive trade or activity or nuisance shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such nuisance shall include but not be limited to more than three (3) dogs being kept on any owners' property, dogs without licenses or leashes, barking dogs, farm animals, or display of the following items to view outside the dwelling house: building materials and equipment used by or in the course of or in conjunction with construction, tools, ladders, camper and truck tops, and vehicles not legally operable on public highways in the Commonwealth of Virginia.
- Commercial vehicles, such as but not limited to, bulldozers, graders, backhoes, trucks larger than $\frac{3}{4}$ tons, moving vans, dump trucks, and buses, shall not be parked overnight or kept or stored on any property owner's lot except where such vehicles are in the process of being used for approved construction work on subdivision property or on the property owner's lot and in no case can be stored without property owner's permission.
5. No garbage, trash, tin cans, paper, etc., shall be dumped on any lot, nor on any properties nor shall such materials be displayed to view outside the dwelling house, and Thomas E. Sawner shall have the right to enter onto any lot without notice and to remove therefrom any such garbage, trash, tin cans, paper, etc., at the property owner's expense.

WARREN COUNTY, VIRGINIA
LAND RECORDS

000026 MAY 11 8

6. No hunting or discharging of firearms shall be permitted on any lot, nor on any properties except on those areas that may be so designated for these purposes by Thomas E. Sawner and the owner of said lot.
7. No building of a temporary nature, tents or trailers shall be permitted to be erected or placed on any lot, except that overnight camping shall be allowed. No tent or trailer may remain more than two weeks and in no case may remain permanently parked on any lot. Long term camping shall be allowed on the river only with specific written permission of Thomas E. Sawner. Thomas E. Sawner shall have the right to enter onto any lot without notice and to remove therefrom any building of a temporary nature, tent, trailer or overnight camping equipment at the property owner's expense.
8. Three-wheelers and all-terrain vehicles shall not be permitted on roads or property in the subdivision without permission of Thomas E. Sawner. Motorcycles shall be permitted only on roads and then only for the purposes of travel between the property owner's home and the entrance gate for purposes of ingress and egress to such home
9. All houses and structures shall be maintained by the property owner in good habitable state of repair. Houses and structures damaged or deteriorating from the weather or any other cause, whether natural or artificial, must be repaired and restored to its original condition of good repair, which shall include appropriate and approved repainting or restaining. If a property owner is notified of damage or deterioration and such property owner does not correct the same within sixty (60) days, Thomas E. Sawner may at his option and in his sole discretion enter upon the property and make the appropriate repairs and restoration at the expense of the property owner.
10. Thomas E. Sawner currently maintains a locked entrance to the subdivision. Thomas E. Sawner is not obligated to continue to maintain a locked gate. Property owners are provided keys or the combination to this locked entrance. Each property owner and his guests are responsible for obeying all rules and regulations promulgated by Thomas E. Sawner governing the use and operation of the locked entrance. The property owner is responsible for opening and closing the entrance properly and arranging for the entrance and exit of guests, tradesmen, and invitees without damage to the entrance. Should a property owner or his guests, tradesmen, and invitees damage the entrance, and such property owner does not correct the same within sixty (60) days, Thomas E. Sawner may at his option and in his sole discretion enter upon the property and make the appropriate repairs and restoration at the expense of the property owner.

11. The owner of each lot, specifically excluding Thomas E. Sawner on 15 January of each year shall at that time pay to Thomas E. Sawner the sum of Three Hundred Dollars (\$300.00), for each lot which shall be used for general road maintenance, including but not being limited to grading, graveling, culvert installation, beautification of rights of ways and operating and administrative costs connected with the performance of these services. This maintenance fee can be increased by not more than ten per cent (10%) of the previous year's fee. A greater increase may be approved by a majority of the property owners. Acceptance of this fee shall not be construed to bind Thomas E. Sawner to any standard of performance for said general road maintenance, and the liability of Thomas E. Sawner is restricted to the amount of said maintenance fee collected. There shall be a continuing lien upon each lot having the right to use the road to secure the payment of charges herein provided for road maintenance and repairs, but such liens shall at all times be subject to any first or second deeds of trust placed on the lot until notice of such lien shall have been recorded. If the pro rata share of the cost of maintenance or repairs due hereunder is not paid by the owner of a lot when due, a notice of such nonpayment may be recorded by the parties or by the person or corporation providing such maintenance or repairs in the Clerk's Office, and from the time of such recordation, the amount stated in such notice, together with interest, cost, and reasonable attorney's fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice. There shall be a \$25.00 late fee added. It is intended that all property roads shall be kept passable for a standard two-wheel drive automobile, however, this may not apply in times of inclement weather.
12. In the event that the purchaser of any lot desires to sell or convey the same and obtains a prospective purchaser willing to accept his terms of sale, which acceptance must be evidenced by a bona fide execution of a written contract of sale subject to the option herein reserved, the lot owner shall first offer in writing said lot to Thomas E. Sawner at the same price and upon the same terms and conditions as set forth in such executed written contract of sale, a signed copy of which must be attached to such offer. Upon this written offer being made to him, Thomas E. Sawner shall have the option to accept said terms of sale, within 30 days after receipt thereof and if he exercises in writing the option herein reserved to him, Thomas E. Sawner shall thereupon be entitled to all of the rights and subject to all of the obligations as such prospective purchaser would have been entitled and subject did this option not exist. The option herein reserved shall conclusively be deemed to have been waived by Thomas E. Sawner as to any sale of property hereinabove described if and only if Thomas E. Sawner shall unite in the instrument of such conveyance for the express purpose of releasing and waiving his reserved right to repurchase. The option herein reserved shall apply to all subsequent conveyances of the lot

000028 MAY 11 8

in this subdivision, or any interest therein, except conveyance of said lots for the sole purpose of securing an indebtedness of the lot owners and except sales made at public auction under a security instrument, or by a fiduciary for benefit of creditors of the lot owners. All the rights, privileges, and obligations created by the option herein reserved may be assigned by Thomas E. Sawner but such assigns will assume all such rights, privileges, and obligations. Upon the death of Thomas E. Sawner, all rights, privileges and obligations created by this option shall be assigned to a current property owner representative selected by a majority of the owner owners. If no representative is selected then the option shall be exercised by Thomas E. Sawner's designated heir.

Said right of first refusal terminated upon the death of Thomas Sawner, plus twenty-one years.

13. (a) Thomas E. Sawner reserves to himself, his successors, licensees, and assigns, an easement of right of way twenty-five (25) feet in width over all sides of these lots abutting on the platted roadways and 15' in width over all other sides and backlines for the purpose of installing and maintaining telephone and electric wires, or other such services or utilities as may become desirable, to expand the roadway, or to license or permit the same to be done. Thomas E. Sawner further reserves the right to beautify any areas cleared under this or any other right of way, said beautification including, but not limited to, spraying, seeding, planting or pruning.

(b) It is the specific intent that all platted roadways shall remain private and not part of the state roadway system. However, if three-fourths of the lot owners agree, the roadway could become part of the state roadway system. Although the platted roadway has been certified to meet current state standards, it is expressly understood that prior to acceptance the roadway would be required to meet all state standards in effect at the time. Any expenses incurred to meet these standards would be the complete responsibility of the lot owners, specifically excluding Thomas E. Sawner. Agreement by three-fourths of the lot owners for the purpose of adding platted roadways and any required easements for cuts, fills and/or drainage to the state system shall act to convey the twenty-five foot (25') easement of right-of-way of all lots abutting the roadways currently held by Thomas E. Sawner, his successors, licensees and assigns to the State of Virginia as a state right-of-way.

14. No cutting or topping of trees with a trunk diameter one foot from the ground in excess of five inches (5") shall be permitted without the written approval of Thomas E. Sawner except where necessary for buildings, driveways, and septic systems. Each lot is to be maintained as a wooded lot and in no case will permission be granted for cutting trees for the

WARREN COUNTY, VIRGINIA
LAND RECORDS

000030 MAY 11 8

23. Invalidation of any of the above easements, restrictions, of covenants by judgment or court order or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signature and seal on this 11th day of May, 1999.

Thomas E. Sawner (SEAL)
THOMAS E. SAWNER

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of May, 1999, by Thomas E. Sawner.

Given Under my hand this 11th day of May, 1999.

My commission expires: 11-30-99

Jeffrey Brown
Notary Public



INSTRUMENT #990003201
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
MAY 11, 1999 AT 02:47PM
WILLIAM A. HALL, CLERK

BY: C. [Signature] (DC)